

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA**

Fill in this information to identify your case:

Debtor 1 Antwan Ernest Floyd  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

Case Number 18-11029-SDB  
(If known)

☐ Check if this is an amended plan.

**CHAPTER 13 PLAN AND MOTION**

[Pursuant to Fed. R. Bankr. P. 3015.1, the Southern District of Georgia General Order 2017-3 adopts this form in lieu of the Official Form 113].

**1. Notices. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as not being contained in the plan or if neither or both boxes are checked, the provision will be ineffective if set out in the plan.**

- (a) This plan: ☒ contains nonstandard provisions. See paragraph 15 below.  
☐ does not contain nonstandard provisions.
- (b) This plan: ☒ values the claim(s) that secures collateral. See paragraph 4(f) below.  
☐ does not value claim(s) that secures collateral.
- (c) This plan: ☐ seeks to avoid a lien or security interest. See paragraph 8 below.  
☒ does not seek to avoid a lien or security interest.

**2. Plan Payments.**

- (a) The Debtor(s) shall pay to the Chapter 13 Trustee (the "Trustee") the sum of **\$672.00** for the applicable commitment period of:

☐ 60 months; or (If applicable include the following: These plan payments will change to \$\_\_\_\_\_ monthly on \_\_\_\_\_, 20\_\_\_\_.)

☒ a minimum of 36 months. See 11 U.S.C. § 1325(b)(4).

- (b) The payments under paragraph 2(a) shall be paid:

☐ Pursuant to a Notice to Commence Wage Withholding, the Debtor(s) request(s) that the Trustee serve such Notice(s) upon the Debtor's(s') employer(s) as soon as practicable after the filing of this plan. Such Notice(s) shall direct the Debtor's(s') employer(s) to withhold and remit to the Trustee a dollar amount that corresponds to the following percentages of the monthly plan payment:

☐ Debtor 1 \_\_\_% ☐ Debtor 2 \_\_\_\_\_%

☒ Direct to the Trustee for the following reason(s):

☐ The Debtor(s) receive(s) income solely from self-employment, Social Security, government assistance, or retirement.

☒ The Debtor(s) assert(s) that wage withholding is not feasible for the following reason(s):

**Debor is a temporary employee at Self Staffing –ProLogistix and will provide information for a salary deduction when he becomes permanent.**

(c) Additional Payments of \$\_\_\_\_\_ (estimated amount) will be made on \_\_\_\_\_ (anticipated date)

from \_\_\_\_\_ (source, including income tax refunds).

### 3. Long-Term Debt Payments.

- (a) **Maintenance of Current Installment Payments.** The Debtor(s) will make monthly payments in the manner specified as follows on the following long-term debts pursuant to 11 U.S.C. § 1322(b)(5). These postpetition payments will be disbursed by either the Trustee or directly by the Debtor(s), as specified below. Postpetition payments are to be applied to postpetition amounts owed for principal, interest, authorized postpetition late charges and escrow, if applicable. Conduit payments that are to be made by the Trustee which become due after the filing of the petition but before the month of the first payment designated here will be added to the prepetition arrearage claim.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>PAYMENTS TO BE MADE BY (TRUSTEE OR DEBTOR(S))</u>	<u>MONTH OF FIRST POSTPETITION PAYMENT TO CREDITOR</u>	<u>INITIAL MONTHLY PAYMENT</u>
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- (b) **Cure of Arrearage on Long-Term Debt.** Pursuant to 11 U.S.C. § 1322(b)(5), prepetition arrearage claims will be paid in full through disbursements by the Trustee, with interest (if any) at the rate stated below. Prepetition arrearage payments are to be applied to prepetition amounts owed as evidenced by the allowed claim.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>ESTIMATED AMOUNT OF ARREARAGE</u>	<u>INTEREST RATE ON ARREARAGE (if applicable)</u>
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### 4. Treatment of Claims. From the payments received, the Trustee shall make disbursements as follows unless designated otherwise:

- (a) **Trustee's Fees.** The Trustee percentage fee as set by the United States Trustee.
- (b) **Attorney's Fees.** Attorney's fees allowed pursuant to 11 U.S.C. § 507(a)(2) of \$4,500.00.
- (c) **Priority Claims.** Other 11 U.S.C. § 507 claims, unless provided for otherwise in the plan will be paid in full over the life of the plan as funds become available in the order specified by law.
- (d) **Fully Secured Allowed Claims.** All allowed claims that are fully secured shall be paid through the plan as set forth below.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
First Franklin Financial	Playstation 4/HHGS	\$2,700.00	5%	\$50.00
World Finance Corporation	Playstation 3	\$180.00	5%	\$5.00

- (e) **Secured Claims Excluded from 11 U.S.C. § 506 (those claims subject to the hanging paragraph of 11 U.S.C. § 1325(a)).** The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a

purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below:

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
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- (f) **Valuation of Secured Claims to Which 11 U.S.C. § 506 is Applicable.** The Debtor(s) move(s) to value the claims partially secured by collateral pursuant to 11 U.S.C. § 506 and provide payment in satisfaction of those claims as set forth below. The unsecured portion of any bifurcated claims set forth below will be paid pursuant to paragraph 4(h) below. The plan shall be served on all affected creditors in compliance with Fed. R. Bankr. P. 3012(b), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>VALUATION OF SECURED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
United Consumer Financial	Kirby Vacuum	\$624.00	5%	\$11.00
Fifth Third Bank	2015 Dodge Charger SXT	\$15,825.00	5%	\$298.00

- (g) **Special Treatment of Unsecured Claims.** The following unsecured allowed claims are classified to be paid at 100% ☐ with interest at \_\_\_\_\_ % per annum or ☐ without interest:

- (h) **General Unsecured Claims.** Allowed general unsecured claims, including the unsecured portion of any bifurcated claims provided for in paragraph 4(f) or paragraph 9 of this plan, will be paid a 0 % dividend or a pro rata share of \$0.00, whichever is greater.

## 5. Executory Contracts.

- (a) **Maintenance of Current Installment Payments or Rejection of Executory Contract(s) and/or Unexpired Lease(s).**

<u>CREDITOR</u>	<u>DESCRIPTION OF PROPERTY/SERVICES AND CONTRACT</u>	<u>ASSUMED/ REJECTED</u>	<u>MONTHLY PAYMENT</u>	<u>DISBURSED BY TRUSTEE OR DEBTOR(S)</u>
Ridgecrest Apartments	Residential Lease	Assumed	\$629.00	Debtor

- (b) **Treatment of Arrearages.** Prepetition arrearage claims will be paid in full through disbursements by the Trustee.

<u>CREDITOR</u>	<u>ESTIMATED ARREARAGE</u>
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6. **Adequate Protection Payments.** The Debtor(s) will make pre-confirmation lease and adequate protection payments pursuant to 11 U.S.C. § 1326(a)(1) on allowed claims of the following creditors: ☐ Direct to the Creditor; **or** ☒ To the Trustee.

<u>CREDITOR</u>	<u>ADEQUATE PROTECTION OR LEASE PAYMENT AMOUNT</u>
United Consumer Financial	\$5.00
Fifth Third Bank	\$149.00
World Finance Corporation	\$5.00
First Franklin Financial	\$25.00

7. **Domestic Support Obligations.** The Debtor(s) will pay all postpetition domestic support obligations direct to the holder of such claim identified here. See 11 U.S.C. § 101(14A). The Trustee will provide the statutory notice of 11 U.S.C. § 1302(d) to the following claimant(s):

<u>CLAIMANT</u>	<u>ADDRESS</u>
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8. **Lien Avoidance.** Pursuant to 11 U.S.C. § 522(f), the Debtor(s) move(s) to avoid the lien(s) or security interest(s) of the following creditor(s), upon confirmation but subject to 11 U.S.C. § 349, with respect to the property described below. The plan shall be served on all affected creditor(s) in compliance with Fed. R. Bankr. P. 4003(d), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>LIEN IDENTIFICATION (if known)</u>	<u>PROPERTY</u>
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9. **Surrender of Collateral.** The following collateral is surrendered to the creditor to satisfy the secured claim to the extent shown below upon confirmation of the plan. The Debtor(s) request(s) that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed deficiency balance resulting from a creditor's disposition of the collateral will be treated as an unsecured claim in paragraph 4(h) of this plan if the creditor amends its previously-filed, timely claim within 180 days from entry of the order confirming this plan or by such additional time as the creditor may be granted upon motion filed within that 180-day period.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>AMOUNT OF CLAIM SATISFIED</u>
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10. **Retention of Liens.** Holders of allowed secured claims shall retain the liens securing said claims to the full extent provided by 11 U.S.C § 1325(a)(5).
11. **Amounts of Claims and Claim Objections.** The amount, and secured or unsecured status, of claims disclosed in this plan are based upon the best estimate and belief of the Debtor(s). An allowed proof of claim will supersede those estimated claims. In accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, objections to claims may be filed before or after confirmation.
12. **Payment Increases.** The Debtor(s) will increase payments in the amount necessary to fund allowed claims as this plan proposes, after notice from the Trustee and a hearing if necessary, unless a plan modification is approved.
13. **Federal Rule of Bankruptcy Procedure 3002.1.** The Trustee shall not pay any fees, expenses, or charges disclosed by a creditor pursuant to Fed. R. Bankr. P. 3002.1(c) unless the Debtor's(s') plan is modified after the filing of the notice to provide for payment of such fees, expenses, or charges.
14. **Service of Plan.** Pursuant to Fed. R. Bankr. P. 3015(d) and General Order 2017-3, the Debtor(s) shall serve the Chapter 13 plan on the Trustee and all creditors when the plan is filed with the court, and file a certificate of service accordingly. If the Debtor(s) seek(s) to limit the amount of a secured claim based on valuation of collateral (paragraph 4(f) above), seek(s) to avoid a security interest or lien (paragraph 8 above), or seek(s) to initiate a contested matter, the Debtor(s) must serve the plan on the affected creditors pursuant to Fed. R. Bankr. P. 7004. See Fed. R. Bankr. P. 3012(b), 4003(d), and 9014.
15. **Nonstandard Provisions.** Under Fed. R. Bankr. P. 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise in this local plan form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

**All secured creditors shall receive 5% interest on their claims unless otherwise indicated. Said provisions shall apply to secured creditors with notice of the plan.**

**By signing below, I certify the foregoing plan contains no nonstandard provisions other than those set out in paragraph 15.**

Dated: 8/6/2018

\_\_\_\_\_  
s/Antwan Ernest Floyd

*Debtor 1*

\_\_\_\_\_  
*Debtor 2*

\_\_\_\_\_  
s/Michon Walker

*Attorney for the Debtor(s)*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION**

**IN RE:   ANTWAN ERNEST FLOYD                    )           CHAPTER 13**  
  )  
**DEBTOR                                    )           CASE NO: 18-11029-SDB**

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the Chapter 13 Plan by First Class Mail placing the same in the United States mail with proper postage affixed thereon to the following addresses:

See attached mailing matrix.

This hereby certify that I have served a copy of the Chapter 13 Plan on the following corporation addressed to an Agent or Officer by First class Mail with proper postage affixed there to the following address:

I hereby certify that the following parties and counsel were served electronically through the Notice of Electronic Filing (NEF) at the following address:

Chapter 13 Trustee, Huon Le,  
notices@chp13aug.org

This 6<sup>th</sup> day of August, 2018.

s/ Michon Walker

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Michon Walker  
GA Bar#: 732413  
Arthur L. Walker & Associates, LLC  
P.O. Box 64  
Sandersville, GA 31082  
(478) 552-0552  
walkmd@comcast.net

113J-1  
Case 18-11029-SDB  
Southern District of Georgia  
Augusta  
Mon Aug 6 19:10:22 EDT 2018

Atlantic Credit Finance Incorporated  
P. O. Box 13386  
Roanoke, VA 24033-3386

Best Buy Credit Services  
P. O. Box 790441  
St. Louis, MO 63179-0441

Bill Me Later, Inc.  
c/o Pay Pal Credit  
P. O. Box 5138  
Timonium, MD 21094-5138

Corporation Service Company  
40 Technology Parkway South  
Suite 300  
Norcross, GA 30092-2924

Credit Collection Services  
P. O. Box 607  
Norwood, MA 02062-0607

(p)FIFTH THIRD BANK  
MD# ROPS05 BANKRUPTCY DEPT  
1850 EAST PARIS SE  
GRAND RAPIDS MI 49546-6253

First Franklin Financial  
1235 Washington Rd  
Thomson, GA 30824-7352

(p)1ST FRANKLIN FINANCIAL CORPORATION  
PO BOX 880  
TOCCOA GA 30577-0880

Antwan Ernest Floyd  
3504 Ridgecrest Drive  
Augusta, GA 30907-4849

(p)GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

Internal Revenue Service  
P. O. Box 7346  
Philadelphia, Pennsylvania 19101-7346

Huon Le  
P.O. Box 2127  
Augusta, GA 30903-2127

Midland Credit Management Inc.  
P. O. Box 60578  
Los Angeles, CA 90060-0578

(p)CREDITORS BANKRUPTCY SERVICE  
PO BOX 800849  
DALLAS TX 75380-0849

Nelnet/Dept. of Ed.  
P. O. Box 82561  
Lincoln, NE 68501-2561

Office of the U. S. Trustee  
Johnson Square Business Center  
2 East Bryan Street, Ste 725  
Savannah, GA 31401-2638

PHEAA  
P. O. Box 61017  
Harrisburg, PA 17106-1017

Performant Recovery Inc.  
P. O. Box 9057  
Pleasanton, California 94566-9057

Phillips Management Group  
1400 Battleground Avenue  
Suite 201  
Greensboro, NC 27408-8028

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Regional Adjustment Bureau, Inc.  
7130 Goodlett Farms Parkway  
Suite 100 West  
P. O. Box 34111  
Memphis, TN 38184-0111

Ridgecrest Apartments  
926 Stevens Creek Road  
Augusta, Georgia 30907-3200

Shamekia Freeman  
3504 Ridgecrest Drive  
Augusta, GA 30907-4849

South Carolina Dept. of Transportation  
Cross Island Parkway  
Customer Service Center  
P. O. Box 5096  
Hilton Head Island, SC 29938-5096

SunTrust Bank  
VA-Richmond-9394  
P. O. Box 26150  
Richmond, VA 23260-6150

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

Synchrony Bank  
Attn: Bankruptcy Dept.  
P. O. Box 965060  
Orlando, FL 32896-5060

Synchrony Bank c/o PRA Receivables Management  
PO Box 41021  
Norfolk, VA 23541-1021

Transworld Systems Inc.  
600 Pennsylvania Avenue, NW  
Washington, DC 20580-0001

United Consumer Services Company  
865 Bassett Road  
Westlake, OH 44145-1142

United States Attorney  
P.O. Box 2017  
Augusta GA 30903-2017

Arthur L. Walker  
Arthur L. Walker & Associates, LLC  
P. O. Box 64  
Sandersville, GA 31082-0064

World Finance Corporation  
2801 Washington Rd.  
Ste. 108  
Augusta, GA 30909-2355

World Finance Corporation  
P. O. Box 6429  
Greenville, SC 29606-6429

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Fifth Third Bank  
P. O. Box 3900  
CC3110  
Cincinnati, OH 45263

(d)Fifth Third Bank  
c/o P. O. Box 63900  
CC 3110  
Cincinnati, OH 45263

First Franklin Financial  
135 E. Tugalo Street  
Toccoa, GA 30577

Georgia Department of Revenue  
Compliance Division, ARCS-Bankruptcy  
1800 Century Blvd., NE  
Suite 9100  
Atlanta, Georgia 30345-3205

Military Star  
3911 Walton Walker  
Dallas, TX 75266

Portfolio Recovery Associates, LLC  
Attn: Bankruptcy  
140 Corporate Blvd.  
Norfolk, VA 23502

End of Label Matrix	
Mailable recipients	34
Bypassed recipients	0
Total	34